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Packet Co. v. McCue, 17 Wall. (U. S.) 508. For this reason the fact that the plaintiff had broken his contract is not here material. In any event such an employee could only demand to be taken up when reasonably convenient, in view of other mine operations—but this was the fact in the principal case.

ILLEGAL CONTRACTS — EFFECT OF ILLEGALITY — DEFENSE TO PURCHASER UNDER CONTRACT FOR ILLEGAL SALE. — The defendant agreed to buy “renovated” butter of the plaintiff, under a contract calling for a series of shipments. The evidence justified the inference that title would pass outside the jurisdiction at the time of shipment. After accepting and paying for several consignments, the defendant refused to receive any further deliveries. In an action on the contract, the defendant set up the failure of the plaintiff to mark his shipments in compliance with a local statute providing that “No person, etc., shall manufacture, sell, or offer for sale, or have in his possession with intent to sell butter known as process butter, unless the package in which it is sold is marked ‘renovated butter.’ All process butter shipped from other states shall be subject to the same regulations.” (2 REM. & BAL. WASH. CODE, § 5447 e.) *Held*, that the plaintiff may recover in spite of the statute. *Armour & Co. v. Jesmer*, 136 Pac. 689 (Wash.).

The result is unimpeachable on the facts of the case. The contract would be performed in a jurisdiction beyond the operation of the statute. *Braunn v. Keally*, 146 Pa. 519, 23 Atl. 389. The statute makes illegal the selling and the possession with intent to sell, but says nothing as to a shipment into the state in pursuance of a sale. But, if the court is correct in assuming that the shipment of misbranded butter would be covered by the statute, it would seem that the plaintiff should not recover. There would have been no recovery for the price if the sale had been effected in the unlawful manner. *Forster v. Taylor*, 5 B. & Ad. 887; *Pray v. Burbank*, 10 N. H. 377. And the previous method of shipment overcomes the presumption that he would choose the lawful course sufficiently to justify the defendant in refusing to proceed. But the court reasons that the defendant may not have the benefit of this defense as to that portion of the contract which remained executory, because notice was not given in time to enable the plaintiff to perform lawfully. If the defense proceeded on the idea of relief to the defendant, this position would be tenable. But a defense constituted primarily for the benefit of the public is not forfeited in this way. See *Church v. Proctor*, 66 Fed. 240, 244. It is therefore submitted that if the statute covered the matter, the defendant was under no duty to receive the goods for the refusal of which action was brought. *Buxton v. Hambleton*, 32 Me. 448. See *Gallini v. Laborie*, 5 Durnf. & East 242.

INTERNATIONAL LAW — LEGATIONS AND DIPLOMATIC AGENTS — IMMUNITY OF DIPLOMATIC AGENTS FROM SUITS: WHETHER WAIVED BY UNCONDITIONAL APPEARANCE. — The defendant, an attaché of a foreign legation in England, had entered an unconditional appearance in a civil action regarding an undertaking in his private capacity. It did not appear that the defendant knew of his privilege of exemption from suit. *Held*, that the privilege was not waived by appearing. *In re Republic of Bolivia Exploration Syndicate*, 30 T. L. Rep. 78 (Ch. Div., Nov. 12, 1913).

It has long been a settled rule of law that foreign diplomatic representatives are exempt from all local processes in the country to which they are accredited. 1 KENT'S COMMENTARIES, 15, 38. The same immunity is given not only to an ambassador himself, but to his subordinates, family, and servants as well. See *Respublica v. De Longchamps*, 1 Dall. (Pa.) 120, 125; 1 HALLECK, INTERNATIONAL LAW, 354. It extends so far that the local law does not punish the ambassador, even when he conspires against the sovereign to whom he is accredited. See 1 WESTLAKE ON INTERNATIONAL LAW, 266. Whether or not